

**OFFICE PERSONNEL BARGAINING UNIT  
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 152,  
PROFESSIONAL DIVISION TERM AND RENEWAL**

**WHEREAS**, the Lower Township Municipal Utilities Authority (Authority) and the United Food and Commercial Workers Union (Union), Local 152 representing the Office Personnel Bargaining Unit entered into Contract negotiations for a term of Three (3) years commencing January 1, 2011 and ending December 31, 2013 and;

**I. INTRODUCTION**

1.1 The Lower Township Municipal Utilities Authority (hereinafter "**Authority**") was formed by Ordinance Number 68-10 on July 24, 1968. The operation and authority of Authority is delineated in N.J.S.A. 40:14B-1, et seq. and is specifically for the purpose of providing water and sewer service to the residents of Lower Township, New Jersey.

1.2 The Lower Township Municipal Utilities Authority, recognizes that the United Food and Commercial Workers Union, Local 152 Professional Division (hereinafter "**Union**") represents the Lower Township Municipal Utilities Authority Office Employees.

1.3 The most important aspect of the services provided by the Authority and its employees is the safeguarding of the health and welfare of the public, as it relates to water and sewer service. As a service company, the Authority must furnish the residents of Lower Township, our customers, and the best possible service at a reasonable cost. Additionally, the Authority must strive to operate its water and sewer treatment facilities in a manner that has no detrimental impact on the environment in and around our service area.

**II. POLICY**

2.1 This Collective Bargaining Agreement has been prepared so that employees of the Authority shall have a convenient and authoritative reference concerning the structure and approved practices for the Authority, together with those Authority policies that are broadly applicable to all departments and groups of the Authority. The policies described herein may be modified or changed from time to time, to meet changing conditions and improvements within the Authority. The provisions of the Authority' Personnel Policy Manual shall be incorporated into this agreement. The Lower Township Municipal Utilities Authority Office Personnel, represented by the United Food and Commercial Workers Union, Local 152 Professional Division, will be notified and all changes will be negotiated at time of renewal.

**III. AUTHORITY ORGANIZATION**

3.1 The organization of the Authority is shown on the accompanying chart annexed hereto as **Exhibit "A"**. Any new office employee(s) shall be incorporated into this agreement upon fulltime status with the Authority and the same shall be acknowledged in writing by the

Union. The Authority shall update **Exhibit "A"** to include the new fulltime employee(s) and distribute a copy to the Office Personnel employees.

#### **IV. UNION RECOGNITION**

4.1 The Authority hereby recognizes the Union as the sole and exclusive representative for collective bargaining concerning terms and conditions of employment for all full-time permanent office employees of the Township of Lower Municipal Utilities Authority, Cape May County, New Jersey, who serve in the job titles set forth below.

4.2 All employees working in job titles, which are not specifically listed below, are excluded from the unit. Recognized job titles include:

Principle Clerk Typist  
Senior Account Clerk  
Technical Assistant MIS  
Clerk Typist Billing

4.3 In the event that the Authority establishes a new job title and/or position in the office, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position might appropriately be included in the office employee bargaining unit, it shall notify the Authority in writing and seek an agreement to add that position to the Recognition Article. In the event that the parties cannot reach agreement on the inclusion of a new position in the negotiations unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission (PERC).

4.4 Unless otherwise indicated, the terms "Employee" or "Employees" shall refer to all office employees' represented by the Union in the above-described negotiations unit. The use of a masculine pronoun shall be understood to refer to both male and female members of the negotiations unit.

#### **V. EMPLOYEE RIGHTS**

5.1 The Authority hereby agrees that every eligible office employee shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The Authority agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by N.J.S.A. 34:13A-5.1 et. seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that is shall not discriminate against any employee by reason of membership, participation, collective negotiations, grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment due to Union activities.

5.2 It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.



## **VI. MANAGEMENT RIGHTS**

6.1 The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the Authority and its properties and facilities and the activities of its employees;
- b. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

6.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the Township of Lower. Such powers of the Authority shall be limited by the statutes of New Jersey governing the Department of Personnel (Civil Service) and any amendments thereto enacted during the term of this Agreement.

6.3 Nothing contained herein shall be construed to deny or restrict the Authority of its powers rights, authorities, duties and responsibilities under Title 40, 40A N.J.S.A and Title 11A N.J.S.A. or any other national, state, county or local laws or ordinances.

## **VII. AUTHORIZED SALARY DEDUCTIONS**

7.1 The Authority, in compliance with N.J.S.A. 52:14-15.9(e), agrees to the following conditions:

- a. Upon receipt of a duly signed authorization form from each individual office employee, the Authority shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.
- b. The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.
- c. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Authority, through error or oversight, failed to make deduction in any monthly period.

3 

- d.. Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.
- e. A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the Authority.
- f. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the salary deduction authorization cards submitted by the Union to the Authority.
- g. Pursuant to State law governing "Agency Shop", the Authority will forward in the manner set forth herein, to the Union, eighty-five (85%) percent of the prevailing monthly dues for each employee who has not submitted a duly signed authorization. Such payment will represent a legal deduction from each affected employee's wages.
- h. The Authority agrees to inform all newly hired employees who are eligible to join the Union that they may join the Union ninety (90) days thereafter.

## VIII. UNION REPRESENTATION

8.1 The Authority and the Union have agreed to the following terms related to the UFCW representing the Office Personnel Employees.

8.2 Designated representatives of the Union may enter Authority facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter Authority facilities or premises, it will request such permission from the Executive Director, and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the Authority or the normal duties of its employees.

8.3 The Authority agrees that one (1) member of the Union shall be granted up to four (4) total days per year of **leave without pay** to attend Union conventions and meetings. The Union shall have complete discretion in determining how such leave shall be allocated (e.g., all four (4) days can be granted to a single individual). The Union shall give reasonable advance notice to the Executive Director of the dates on which such leave will be taken and the identity of the individuals who will take it.

8.4 Local Union representatives who participate, on behalf of the Union, in negotiations and/or the processing of grievances at times mutually agreed upon by the Authority and the Union shall be granted time off without loss of pay for such purposes.

8.5 A representative of the United Food and Commercial Workers Union, Local 152, may enter the Authority facility with forty-eight (48) hours written notice before entering the Authority premises to meet with its members. The Union agrees to meet with its members on

4 



Authority property no earlier than 3:30 pm during working hours. With the exception of individual meetings, the Union will hold any other Union meetings with Union members at a location other than the Authority facility. The members of the Office Personnel Bargaining Unit shall limit their telephone conversations and faxes with representatives of the Union during working hours at the Authority and not utilize the Authority equipment for Union related issues. Such permission will not be unreasonably withheld provided that any interference to the normal operations of the business of the Authority or normal duties of the employees shall be kept to a minimum. If the visitation will then interfere with the operations of a phase of the Authority function, it may be delayed for a reasonable period of time until a more appropriate time. Any meeting with an office employee shall be as brief as possible. Following said meeting, the office employee will return to his/her assigned duties and the representative shall leave the premises unless there is other union business that is to be addressed at that time, which should be addressed in a reasonable amount of time based on the business at hand. The shop steward may be present for such meeting.

8.6 There shall be no office employee union business transacted nor meetings held on Authority time or property, without the consent of the Executive Director or a designated representative and such permission will not be unreasonably withheld. These meetings will be scheduled with forty-eight (48) hours notice and prior approval of the Executive Director or a designated representative, between the hours of 3:30 pm to 4:30 pm and such permission will not be unreasonably withheld.

8.7 There will be One (1) shop steward and One (1) alternate shop steward to represent the office employees in grievances and other business with the Authority.

8.8 The shop steward or alternate shop steward shall be limited to and shall not exceed the following duties and activities:

- a. Investigate and confer on grievances and disciplinary actions in any working day for a reasonable period of time;
- b. Transmit information on a reasonable basis during working hours; and
- c. The Authority agrees that there shall be no lockouts during the term of this agreement.
- d. Neither the Union, its officers, agents, representatives, or any employee shall engage in a strike, sympathy strike, work stoppage, slowdown, concerted refusal to work overtime, cessation or interruption of work, refusal to cross a picket line or present or attempt to prevent the access of any person to the Authority's facility during the term of this Agreement.

8.9 The shop steward or alternate shop steward in the absence of the shop steward and office employee together with the Union shall limit its verbal and written communication with each other during working hours of the Authority, with the exception of reasonable necessary communication.

8.10 The office employee shall advise the Executive Director of the Authority in writing of the names and titles of all office employee representatives. If there is a change in the office employee shop steward, alternate shop steward or the Union representative, the Union shall promptly notify the Authority in writing.

8.11 The Authority may establish reasonable work rules provided such rules are not in conflict with the terms and provisions of this agreement in its entirety. Said rules shall be posted. If the proposed work rules are deemed to conflict with this agreement, the agreement shall supersede the work rules.

8.12 Any newly established rules shall be given to the Union and posted fourteen (14) days in advance. If a grievance is filed concerning a newly established work rule, the work rule shall not be implemented or enforced by the Authority until the grievance has been resolved.

8.13 The Union shall supply and mount a bulletin board in a location approved by the Authority in the hallway or break room of the Authority main building for the exclusive use of the Union for Union matters, notices and business. Copies of all materials to be posted on such bulletin board will be given to the Executive Director for informational purposes, but no approval will be required.

## **IX. FAIR EMPLOYMENT PRACTICES**

9.1 The Authority's policy is that job applicants and employees have the right to work in any available job, provided that the individual meets the qualifications for the position unimpeded by discriminatory conditions, which have no association with the qualifications or competence to perform the job, such as their race, color, creed, sex, age, religion, political preference or national origin. This policy applies to all aspects of the employment relationship, including hiring, promotion, transfer, training, wage and salary administration. Promotions/vacancies will be done on an in-house basis.

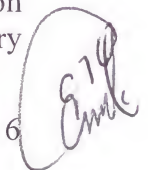
## **X. SUPERVISORS**

10.1 The Authority's office employees shall report and work directly for the Office Supervisor.

10.2 The Supervisor, under direct supervision of the Executive Director, is in charge of daily work assignments and is responsible for all operations within the office. All employees working within the office is to follow all rules, regulations and directives of the Supervisor.

## **XI. ABSENCE – EMPLOYEE ABSENTEEISM POLICY**

11.1 All employees are expected to report for work on time, on a regular basis. Unnecessary absenteeism and lateness is expensive, disruptive and places an unfair burden on other employees and the supervisor. Unsatisfactory attendance will also result in disciplinary

6 



action, including suspension and discharge. It will also have an adverse effect on any promotional considerations.

11.2 All absences are to be reported directly to the immediate supervisor. Absences are to be reported as soon as practical, but no later than 15 minutes before the scheduled start of work.

11.3 The supervisor in turn is responsible to report the employee absent. If the absence is not reported by the employee, payment for that day or period of absence will not be made. When calling, advise the reason for the absence and when return to work is expected.

**IT IS THE EMPLOYEE'S RESPONSIBILITY TO ENSURE THAT PROPER NOTIFICATION IS GIVEN. ASKING ANOTHER EMPLOYEE, FRIEND OR RELATIVE TO GIVE THIS NOTIFICATION IS NOT CONSIDERED PROPER, EXCEPT UNDER EMERGENCY CONDITIONS.**

11.4 Any employee who fails to give such notification will be charged with an unexcused absence. An unexcused absence is classified as any work missed without prior approval of the Supervisor. If an employee is absent for three (3) consecutive days without notifying the Authority, he/she is subject to discharge. If notice is given and the Authority does not think it justifies the absence, it will be considered unexcused. The following is the disciplinary action that will be administered for unexcused absences:

- a. First Day of Absence: One-day suspension
- b. Second Day of Absence: Three-day suspension
- c. Third Day of Absence: Ten-day suspension
- d. Fourth Day of Absence: Discharge
- e. Three consecutive unexcused days of absence: Discharge.
- f. Repeated lateness will also subject an employee to discipline, including suspension and discharge. An employee may be excluded from overtime work in the week in which an unexcused absence occurs.

11.5 Payment, or consideration of payment, will be given for absence for the following:

1. Sickness or Accident:

Sick leave accumulates at the rate of fifteen (15) days per year, and for periods of less than a full year, at the rate of one and 1/4 day per month. Sick leave will accumulate during periods of vacation, holiday, and in-work related accident leave. It will not accumulate during military leave, sick leave and requested and approved leaves of absence (Family Medical Leave), and/or other periods when an employee is separated from the active payroll.

Sick leave shall accumulate if not used, and be carried forward into subsequent calendar years. Unused sick leave may also be accumulated and if an employee leaves in good standing by retirement he/she shall receive 50% of all accumulated sick leave to a maximum of \$15,000.00 or the amount allowed by State law.

An employee may be required to furnish a written statement from a licensed medical doctor or dentist, prior to payment for sick leave. Such statement must certify that a doctor or dentist examined the employee and certificate may also be required in the case of employees having recurrent short periods of illness. This certificate must contain the same information referred to above. Such certificate be required for but not limited to:

- a Absence for three or more consecutive working days.
- b Absence the day before or the day after a paid holiday or weekend.
- c Time lost for work injuries covered under Workman's Compensation will not be charged to an employee's accumulated sick leave. An employee injured on the job, who is out less than seven (7) days will not have time deducted from accumulated sick leave.

Temporary or part-time employees shall not be entitled to sick leave, except at the discretion of the Authority. An employee may use accumulated sick leave for personal illness, illness in his/her immediate family, which requires his/her attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. For the purpose of this paragraph immediate family shall mean spouse, child, parent or a relative or dependant living under the same roof.

2. Death in Family In case of the death of a member of the employees family, the employee will be allowed time off with pay to make arrangements for, and to attend the funeral. If the, funeral is at some distance, sufficient travel time will be granted, but in no case will the total paid absence exceed three (3) working days. Immediate family for the purpose of this paragraph shall mean an employees spouse, child, parent, brother, sister, grandparent, mother-in-law, father-in-law, or any other member of the immediate household.

3. Jury and Witness Duty An employee will be granted time off when summoned to serve on a Grand or Petit Jury, or when subpoenaed as a witness in a legal proceeding.

4. Military Reserve Duty An employee will be paid at the regular rate of pay for annual active duty for training or active annual field training shall be granted a leave of absence. Such leave shall be in addition to regular vacation leave. This period spent on Reserve Duty will be reimbursed by the Authority in addition to regular vacation.

## **XII LEAVE OF ABSENCE**

12.1 Injury on the Job When a full time employee is injured in the line of duty, the Authority may, in adopting a Resolution to that effect, grant the employee a period of time up to





three (3) months increments at a time, leave of absence with pay, providing the employee will reimburse the Authority for monies he/she may receive in the form of Workman's Compensation, temporary disability benefits or from possible legal settlement from, or judgment against the person or persons responsible for the injury. An employee who is injured in the performance of his/her duty shall immediately report the incident to his/her Supervisor, who shall complete a form provided for such report. The completed accident report form shall be submitted to the office for processing before the end of the following work day of which the injury occurred.

12.2 Unpaid Leave of Absence The employee shall submit a request to his/her immediate Supervisor in writing. If the need for such leave is due to an emergency situation, twenty-four (24) hours notice is required. All other request should be submitted fifteen (15) days prior to granting of leave. The Supervisor shall submit the request for leave to the Executive Director who shall in turn submit it to the Authority Board. Approval or denial shall be the sole discretion of the Authority Board.

12.3 The employee shall not earn any seniority during the period of leave. Any leave of absence granted because of illness, disability or pregnancy will not result in cessation of benefits. As to any leave granted for reasons other than stated above, the Authority Board shall have sole discretion to determine if such leave will result in cessation of benefits.

12.4 No leave of absence shall be granted under any circumstances to employees who desire to obtain other means or sources of employment, including self-employment. Any employee seeking a leave of absence on such pretext shall be terminated from his/her employment.

### **XIII. SALARY INCREASES**

Employees shall receive a salary increases as follows:

January 1, 2011 – All employees – 2.0%

January 1, 2012 – All employees – 2.0%

January 1, 2013 – All employees – 2.0%

### **XIV. BENEFITS**

14.1 The following benefits are provided by the Authority for the full time employees of the Authority. Eligibility for participation in these programs becomes effective after the probationary period of three (3) months.

1. Health Insurance: Hospitalization & Major Medical The Authority provides both basic and major medical coverage to all full time employees at no cost to the employee. The basic medical coverage is provided by New Jersey State Health Benefits Program. The major medical coverage is provided by New Jersey State Health Benefits Program As per New Jersey State Law Chapter 2, P.L. 2010 effective May 21, 2010 all employees shall be required to contribute one and one half percent (1.5%) of their salary towards their health benefits. This is in addition to any contribution agreed upon in a collective bargaining

agreement. If the mandated employee contribution is repealed from New Jersey State Law, the employee contribution shall terminate upon notification by the proper State department without the need to re-negotiate the current contract.

The Lower Township Municipal Utilities Authority hereby agrees that it will pay quarterly an existing employee who declines New Jersey State Health Benefits coverage with the Authority where there is duplicate medical coverage in the family prior to May 21, 2010, a maximum payment of Five Thousand dollars (\$5,000.00) annually or twenty five percent (25%) of the amount saved by the Authority, whichever is less.

For employees filing a wavier of coverage after May 21, 2010 the Lower Township Municipal Utilities Authority hereby agrees that it will pay quarterly an existing employee who declines New Jersey State Health Benefits coverage with the Authority where there is duplicate medical coverage in the family, a maximum payment of Five Thousand dollars (\$5,000.00) annually or twenty five percent (25%) of the amount saved by the Authority, whichever is less.

The Authority agrees that it will pay this sum directly to the employee based upon the employee signing a New Jersey State Health Benefits Coverage Wavier.

Payments shall be made at the end of each quarter – April, July, October, and January.

Only employees with other non-State Health Benefits Program coverage or non-School Employees' Health Benefits Program coverage will be eligible for the wavier incentive as Chapter 2, P.L. 2010 does not allow multiple coverage.

Any employee who accepts the offer for payment in lieu of health insurance waives any and all claims against the Authority regarding health insurance coverage.

2. Life Insurance The Authority provides, at no cost, to the employee life insurance coverage of \$5,000.

3. Public Employees Retirement System The Authority participates in the New Jersey State Public Employees Retirement System (PERS). The employee contribution to this system is in accordance with the rate established by the system at the time of the employee's enrollment. The employee is required to complete the necessary forms for submittal and enrollment and the deductions for this system will be made from the employees pay at each pay period. Participation is mandatory and contributions are in proportion to any employee's salary and age at the time of enrollment. Employees may be eligible to borrow funds as a loan from the State retirement pension system in accordance with their rules and regulations.

4. Prescription Plan The prescription plan is provided by the State of New Jersey Health Benefits Plan. The charge per prescription will be as dictated by the Insurance Carrier.

5. Dental Coverage The Authority provides dental coverage through Blue Cross and Blue Shield Dental Insurance. If you have a participating dentist, the coverage has no deductible on preventive dental, it pays 100%. On basic care it pays 100% and on major care it pays 50%. If your dentist is not participating, it will pay customary charges.



6. Vision Care The Authority provides a self-insured vision plan. The plan consists of reimbursement to the employee, spouse and their dependent(s). Benefits are payable once every twenty-four (24) months. Reimbursement will be made after approval of the Board. Employee shall receive reimbursement up to \$250.00 per employee and dependent upon submission of proper receipts. Benefits are payable once every twenty-four (24) months.

## **XV. WORK WEEK, LUNCH, AND BREAK SCHEDULES**

15.1 The Authority's office facility operates five (5) days a week, Monday through Friday. The office employees' hours shall be 8:00 A.M. to 4:30 P.M.

15.2 Lunch breaks shall be scheduled by the Supervisor and will last for Thirty (30) minutes. The normal lunch period is 11:30 A.M. to 12:00 P.M. and 12:00 P.M. to 12:30 P.M. In the event the workload causes an employee to deviate from this schedule, they may do so with their Supervisor's permission.

15.3 One (1) ten (10) minute break will be given prior to lunch. The specific time of breaks and place of breaks is to be determined by the Supervisor.

## **XVI. OVERTIME WORK**

16.1 Where work schedules or emergencies necessitate overtime work, the Authority expects that the employees will be available to work the extra hours needed to complete the work. In such cases, every effort will be made to advise the employees as soon as possible in advance of the overtime. Employees may not work overtime without prior approval of the immediate supervisor for whom they are working. The overtime must be marked on the time sheet. Such authorization shall include, in detail, the reason for the overtime and the project worked.

16.2 Overtime will be paid at one and one-half (1.5) times the hourly wage rate of the employee. If an employee is absent, without pay, during a week when he/she works overtime, the employee will be compensated at the straight time rate until the total hours worked during that week exceed (40) hours or the normal work hours for a week.

## **XVII. TIME SHEETS /TIME CLOCK**

17.1 All employees, covered under this agreement, are required to complete a time sheet. Time sheets are required to be filled out weekly containing all days and hours worked and days off for sick, vacation, and personal or overtime worked. Time sheets are an essential part of an organization's control and reporting system. Each employee will sign his/her own time sheet. Each employee shall be required to complete a daily work log sheet of work preformed by the employee each day. The Supervisor will review each daily work log sheet and time sheet for completeness and validity. No change will be made to an employee's time sheet without the employee's knowledge and consent.

## XVIII. VACATIONS

18.1 Seniority and job assignments govern decision where requests are made for vacations. The Supervisor shall not schedule vacations that will adversely affect the performance or workload of the office. Vacations will be scheduled by seniority. Subsequent changes in scheduled vacations due to emergencies or illness may only be initiated with the mutual consent of the Office Supervisor and the affected employee. Vacation allowance is as follows:

First Year of Service:	1 Vacation Day for each month
1 -5 Years of Service:	12 Vacation Days
6 -12 Years of Service:	15 Vacation Days
13 – 20 Years of Service:	20 Vacation Days
Over 20 Years of Service:	25 Vacation Days

18.2 Vacation allowance shall be credited to each employee in January of each year and prorated for the current year depending on the accrual rate as determined by higher employment anniversary date. Each employee shall be informed in writing of the vacation days available to him/her during the current calendar year.

18.3 In the case of retirement, resignation or termination of an employee, unused vacation days shall be paid on a prorated basis provided that the termination is in good standing and with adequate notice by the employee.

18.4 Vacation days taken prior to actual accrual during the year shall be prorated and deducted from the final pay.

18.5 Authorized holidays occurring during a vacation will entitle the employee to an additional day.

18.6 Payment for vacation may be issued prior to an employee's vacation, provided that adequate notice is submitted to the office, in writing. Payment will be made with the regular pay prior to vacation.

18.7 Vacation leave notice shall be forty eight (48) hours for one day vacation leave and five (5) days notice for one week of vacation leave.

18.8 The Supervisor shall notify the employee within twenty-four (24) hours from receipt of the leave request of approval or denial of the leave.

18.9 As per State law only one year of accumulated vacation leave may be carried over to the next year. When an employee retires the employer may only pay the employee for a maximum of one year of accumulated vacation leave.



## **XIX. PERSONAL DAYS**

19.1 All full time employees are entitled to three (3) personal days each year. The employee may take these days for any use with twenty four (24) hours notice, to the Supervisor, except in the case of an employee or family emergency. Personal days must be used within the calendar year. Personal days will be handled in the same manner as vacation days; authorization will be given according to workload and discretion of Supervisor.

## **XX. HOLIDAYS**

20.1 The following are paid holidays, during which the office will be closed. State law requires that all municipal government entities shall only be allowed twelve (12) paid holidays per year.

New Years Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
The Day after Thanksgiving  
Christmas Day

20.2 Employees not working the holiday shall receive straight time pay for the holiday.

## **XXI. WORKMAN'S COMPENSATION FOR ON THE JOB ACCIDENTS**

21.1 All employees are covered under Workman's Compensation Insurance, fulfilling the requirements of the New Jersey State Workman's Compensation Laws.

21.2 When an employee has suffered an injury during the course of his/her employment, he/she should immediately obtain first aid. When obtaining first aid, indicate to the treating doctor or facility that the injury occurred in connection with your job and that the bill should be sent to the Authority. It is essential that the Office Supervisor be notified of the injury as soon as possible; so that the appropriate report can be prepared and forwarded to the State and the Insurance Carrier. The office is to be notified of injuries before the end of the following workday of which the injury occurred.

21.3 When an employee sustains a job related injury, he/she is to receive his/her full salary from the Authority. He/she agrees to endorse over to the Authority all monies reimbursed by Workman's Compensation Insurance.

## **XXII. PHYSICAL EXAMINATIONS**

22.1 The Authority may require employees to take physical examinations, particularly when exposed to chemicals used in the line of work. When the Authority requires an examination, the Authority will bear all costs.

## **XXIII. IDENTIFICATION CARDS**

23.1 An identification card is issued to each employee to provide evidence of employment. Employees are expected to have their identification cards in their possession while working for the Authority. Identification cards remain the property of the Authority and employees are required to return their cards and keys to the Office Supervisor, upon request or upon termination of employment.

## **XXIV. SAFETY**

24.1 Safety rules, verbal or written, are necessary to assure safe working conditions for all employees. Each employee shall abide by all safety regulations, whether they are verbal or written regulations.

## **XXV. SMOKING**

25.1 Many Authority owned areas, structures or premises contain chemicals and potentially hazardous and/or explosive gases. These areas or facilities are clearly designated and marked with "NO SMOKING" warning signs and smoking in these areas is strictly prohibited. All Authority buildings are smoke free environments. Where smoking is not prohibited, employees are asked to be considerate of others who do not smoke.

## **XXVI ALCOHOLIC BEVERAGES OR CONTROLLED DANGEROUS SUBSTANCES**

26.1 The consumption of alcoholic beverages or the use of controlled dangerous substances while on duty or on call is not permitted. A violation of this rule subjects the employee to immediate dismissal.

26.2 Employees agree to random testing for use of controlled dangerous substances.

## **XXVII. THEFT AND DISHONESTY**

27.1 Theft of Authority property, or the property of others, will not be tolerated. Violators will be subject to immediate dismissal. Misrepresentation, falsification, withholding of material facts, or the altering or falsification of any Authority records, including applications for employment, expense reimbursement requests, time cards, laboratory reports and other Authority documents will be cause for disciplinary action and possible dismissal.



## **XXVIII. RESIGNATION / LAYOFF**

28.1 It is the responsibility of an employee who intends to resign to notify the Supervisor as soon as possible to allow for the selection and training of a suitable replacement in a timely manner. It is expected that full time employees would submit notice of resignation at least two (2) weeks prior to their last working day. Terminal pay for resignation / layoff shall include pay for work performed through the last hour worked and pay in lieu of unused vacation and sick allowance earned as per Article XI, Section 1 (Sickness or Accident) of this agreement.

28.2 No terminal payment will be given to any employee who is discharged for dishonesty, gross insubordination or misconduct.

## **XXIX. DISCIPLINARY AND GRIEVANCE PROCEDURES**

29.1 It is the policy of the Authority that every employee, at all times, be treated fairly, courteously and with respect. Each employee is expected to accord the same treatment to his or her co-workers, supervisors, and to the public at large.

29.2 Employees should not work in a manner that willfully obstructs or hinders another employee from completing his/her assigned duties. Employees should operate in a manner both safe to themselves and to their fellow workers. Personal problems between employees should not be pursued at work. Rudeness, obscene language or other discourteous behavior toward fellow workers, customers of the Authority or otherwise in the performance of the duties while in the employ of the Authority will not be tolerated and will result in disciplinary action. To every extent possible, the grievance procedure shall resolve the grievance quickly and settle the disagreement at the employee/ supervisor level informally.

## **XXX. DISCIPLINARY ACTION**

30.1 No employee shall be disciplined without just cause. For purpose of this Article, discipline is defined to include actions such as reprimand, suspension and discharge.

30.2 In accordance with statute and administrative regulation, "major discipline", as defined by the New Jersey State Department of Personnel, as well as a decision to terminate the employment of a provisional employee, shall not be subject to the contractual grievance procedure, but shall be subject to the jurisdiction of the Department of Personnel appeals procedures.

30.3 An employee who has acquired permanent status may be disciplined for the causes stated in this section by any of the following actions, which are stated in order of severity, by the Office Supervisor, except that no employee shall be dismissed without the approval of the Executive Director and Authority Board. Depending on the severity of the offense some minor steps may be superseded.

- a Informal, Verbal Reproach.

- b Written Reproach The Supervisor will discuss with the employee the problem and serve the employee with an Employee Warning Notice (the "Notice") of disciplinary action for a violation of an Authority policy, rule or regulation. The employee shall review the Notice and sign the Notice for the limited purpose of acknowledging receipt of the Notice.
- c Suspension from duty The Supervisor has the right to suggest a suspension without pay for a period of up to three (3) days. The Executive Director must approve any suspension in advance of the suspension.
- d Dismissal Termination will be approved after a review of the facts or the situation by the Executive Director and Authority Board.

30.4 The causes for which disciplinary action may be invoked include the following:

- a Neglect of duty;
- b In competency, inefficiency or incapacity;
- c Habitual tardiness or chronic and excessive absenteeism or unexcused absence;
- d Insubordination or serious breach of discipline;
- e Intoxication and the use and/or sale of narcotics;
- f Disorderly or immoral conduct;
- g Conviction of any criminal act or offense;
- h Willful violation of any rules or regulations of Authority, including common safety practices, or negligence of or willful damage to any property of Authority or its customers;
- i Conduct unbecoming an employee of Authority;
- j Failure to notify department head at least fifteen (15) minutes before the scheduled start of work when unable to report for work; and
- k Theft or dishonesty of any kind

### **XXXI. GRIEVANCE PROCEDURE**

31.1 An aggrieved employee shall institute action under the provisions hereof within eight (8) business days of the occurrence of the grievance. Failure to do so shall be deemed to constitute abandonment of the grievance.



31.2 Grievances of minor disciplinary actions as defined under N.J.A.C. 4A:2-3.1 shall follow the grievance and arbitration procedure. All processing of minor disciplinary must comport with New Jersey Civil Service law and regulations. Additionally the Authority will serve the employee with an Employee Warning Notice (the "Notice") of disciplinary action for a violation of an Authority policy, rule or regulation. The employee shall review the Notice and sign the Notice for the limited purpose of acknowledging receipt of the Notice. The Notice shall indicate in bold type that it is **"FOR RECEIPT ONLY"**.

Step 1 The employee will immediately contact his/her union representative to report an issue/grievance. Within eight (8) business days of the incident giving rise to the grievance, the union representative will contact the employee's direct supervisor to set up an in-person meeting to attempt to resolve the dispute. This meeting shall be held within five (5) business days of the union representative contacting the employee's direct supervisor of the incident that spurred the grievance unless the parties mutually agree to otherwise extend the time limit. The direct supervisor will provide a written response to the grievance within five (5) business days of the meeting.

Step 2 If the Union is not satisfied with the disposition of the grievance at Step 1, within five (5) business days of the Step 1 determination, the union representative will contact the Executive Director to set up an in-person meeting to attempt to resolve the dispute. The meeting shall be held within fifteen (15) business days of the Step 1 grievance determination. The Executive Director will provide a written response to the grievance within five (5) business days of the meeting.

Step 3 If the Union is not satisfied with the disposition of the grievance at Step 2, within five (5) business days of the Step 2 determination, the union representative will appeal the grievance to the Board's Personnel Committee. The Committee will conduct an independent review of the grievance, issuing a determination within five (5) business days of the Step 2 grievance determination.

Step 4 If the Union is not satisfied with the disposition of the grievance at Step 3, within ten (10) business days of the Step 3 determination, the union representative may file for arbitration with the American Arbitration Association. The arbitration shall be final and binding. The arbitrator shall only hear grievances processed through this grievance procedure. The arbitrator's fees shall be split equally between the Parties.

Failure to respond at any Step in these procedures by the employer shall be determined to be a negative response and, upon the termination of the applicable time limits, the grievant may proceed to the next Step.

Failure to respond at any Step in these procedures by the employee shall be determined to be an acceptable response and, upon the termination of the applicable time limits, the grievance may be declared complete.

17 

In the event that any part of this agreement is found to be illegal by any court of law or by a Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this agreement shall remain in full force and effect for the term of the agreement and that such findings shall not affect the remainder of this agreement. For this purpose, the provisions of this agreement shall be severable and the illegality of one shall not make the remainder of the agreement null and void.

Similarly, a legislative act or governmental regulation or order affecting any particular provision of this agreement shall supersede only the specific portion of the agreement affected thereby.


IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the Lower Township Municipal Utilities Authority, Cape May County, New Jersey, on this 14th day of December, 2010.

**Township of Lower Municipal Utilities Authority**

  
\_\_\_\_\_  
Nels Johnson, Chairperson

12-15-2010  
Date

**Attest:**

  
\_\_\_\_\_  
C. Mike DeMarcantonio, Executive Director

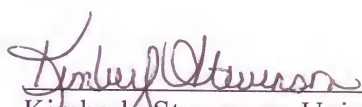
12-15-10  
Date

**United Food and Commercial Workers Union  
Professional Division Local 152**

  
\_\_\_\_\_  
Claire T. Galiano VP, Director

12/29/10  
Date

**Attest:**

  
\_\_\_\_\_  
Kimberly Stevenson, Union Shop Steward

12/30/10  
Date



**Exhibit "A"**  
**Lower Township Municipal Utilities Authority**  
**Table of Organization**  
**Year 2010 – 2011**

